

6866-C
RECORDATION NO. _____ Filed & Recorded
FEB 22 1974 - 11 40 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT No. 1 dated as of December 31, 1972, among THE NORTHERN TRUST COMPANY, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 4 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO and FIRST SECURITY LEASING COMPANY (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement No. 4 dated as of November 1, 1972 (hereinafter called the Equipment Trust Agreement), covering the sale, assignment and transfer to the Trustee of title to the railroad equipment described in Schedule I thereto (hereinafter called the Equipment or the Units);

WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 4 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to supplement the Equipment Trust Agreement and the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.

2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

3. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

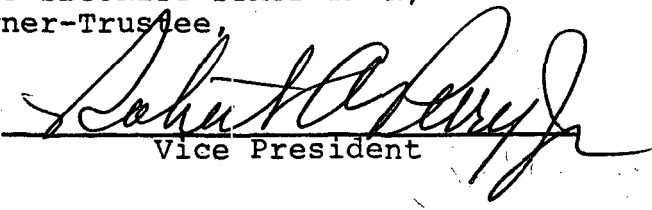
5. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.


FIRST SECURITY STATE BANK,
Owner-Trustee,

by


Vice President

[Corporate Seal]

Attest:


A557 Secretary

THE NORTHERN TRUST COMPANY,
Trustee,

by

Vice President

[Corporate Seal]

Attest:

Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of , 1974, before
me personally appeared

, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Northern Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

My Commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this *6th* day of *February* 1974, before
me personally appeared *Robert A. Perry, Jr.*
 , to me personally known, who, being
by me duly sworn, says that he is Vice President of FIRST
SECURITY STATE BANK, that one of the seals affixed to
the foregoing instrument is the corporate seal of the
said banking corporation, that said instrument was signed
and sealed on behalf of said banking corporation by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said banking corporation.

My Commission expires
3-15-75



Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC,)
CITY OF MONTREAL,) ss.:

On this day of 1974, before
me personally appeared

by me duly sworn, says that he is the

of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner of Oaths

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 4

Group C Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
160	52'8" 100-ton box cars, 10' sliding doors	\$2,869,588.80 (Canadian)	CNIS 417090- 417249

SCHEDULE II--Lease No. 4

Group C Units


<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
160	52'8" 100-ton box cars, 10' sliding doors	\$2,869,588.80 (Canadian)	CNIS 417090- 417249

SUPPLEMENT No. 1 dated as of December 31, 1972, among THE NORTHERN TRUST COMPANY, as Trustee (hereinafter called the Trustee), and FIRST SECURITY STATE BANK, a state banking corporation organized under the laws of the State of Utah, as Owner-Trustee pursuant to an Owner Trust Agreement No. 4 dated as of November 1, 1972, with FIRST SECURITY BANK OF IDAHO and FIRST SECURITY LEASING COMPANY (hereinafter called the Company) and CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee).

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WHEREAS the Company and the Lessee have entered into a Lease of Railroad Equipment No. 4 dated as of November 1, 1972 (hereinafter called the Lease), leasing the above-mentioned Units; and

WHEREAS the parties hereto now desire to supplement the Equipment Trust Agreement and the Lease.



NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule I of the Equipment Trust Agreement is hereby amended to include only the Equipment described in Schedule I hereto.

2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

3. The Company will promptly cause this Supplement No. 1 to be filed, recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect.

5. This Supplement No. 1 may be executed in counterparts, and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto, provided, however, that the counterpart delivered to the Trustee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective



officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY STATE BANK,
Owner-Trustee,

by

Vice President

[Corporate Seal]

Attest:

Secretary

THE NORTHERN TRUST COMPANY,
Trustee,

by

Vice President

[Corporate Seal]

Attest:

Secretary



CANADIAN NATIONAL RAILWAY COMPANY,

by

C. H. Bailey
Vice President

[Corporate Seal]

Attest:

W. J. Miller

ASSISTANT Secretary

APPROVED
As To Form

SOLICITOR

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of , 1974, before
me personally appeared

, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Northern Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

My Commission expires

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1974, before
me personally appeared

, to me personally known, who, being by me duly sworn, says that he is Vice President of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My Commission expires

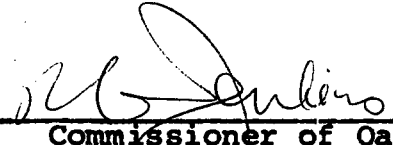
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC,)
) ss.:
CITY OF MONTREAL,)

On this 5th day of February 1974, before
me personally appeared W.H. Bailey
 , to me personally known, who, being
by me duly sworn, says that he is the a Vice-President

of CANADIAN NATIONAL RAILWAY COMPANY, that one
of the seals affixed to the foregoing instrument is the
corporate seal of the said corporation, that said instru-
ment was signed and sealed on behalf of said corporation
by authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.



Commissioner of Oaths

[NOTARIAL SEAL]

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expires June 15/77

SCHEDULE I--Equipment Trust Agreement No. 4

Group C Equipment


<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
160	52'8" 100-ton box cars, 10' sliding doors	\$2,869,588.80 (Canadian)	CNIS 417090- 417249



SCHEDULE II--Lease No. 4

Group C Units

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
160	52'8" 100-ton box cars, 10' sliding doors	\$2,869,588.80 (Canadian)	CNIS 417090- 417249



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2. Schedule I of the Lease is amended to include only the Units described in Schedule II hereto.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY STATE BANK,
Owner-Trustee,

by

Vice President

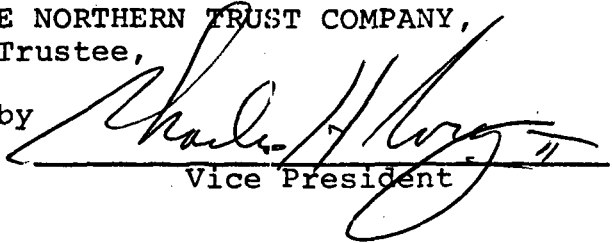
[Corporate Seal]

Attest:

Secretary

THE NORTHERN TRUST COMPANY,
Trustee,

by



Vice President

[Corporate Seal]

Attest:



Ass't

Secretary

CANADIAN NATIONAL RAILWAY COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 11th day of February, 1974, before
me personally appeared CHARLES H. CORY II
, to me personally known, who, being
by me duly sworn, says that he is a Vice President of The
Northern Trust Company, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
trust company, that said instrument was signed and sealed
on behalf of said trust company by authority of its By-laws,
and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said trust company.

My Commission expires

My Commission Expires September 14, 1977

Joseph M. Robinson
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1974, before
me personally appeared

, to me personally known, who, being by me duly sworn, says that he is Vice President of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

My Commission expires

Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC,)
CITY OF MONTREAL,) ss.:

On this day of 1974, before
me personally appeared

by me duly sworn, says that he is the

of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner of Oaths

[NOTARIAL SEAL]

SCHEDULE I--Equipment Trust Agreement No. 4

Group C Equipment

<u>Quantity</u>	<u>Type and Specifications</u>	<u>Cost</u>	<u>Identifying Numbers (both inclusive)</u>
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